This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
Ewing O. Harper, Jr. etux

TO
Timothy S. Britt, et ux

For draftsman's use

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Timothy S. Britt (NAME)	SAME (NAME)	095-04-0 125.00
202 Blanchard Place (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	03DZ 12840
Nashville, Tenn. 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

33359

TENNESSEE REAL ESTATE TRANSFER

MAY 16 1 28 PM '89

FELIX Z. WILLIAMS REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 34,500.00 Ewing O. Harper Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF May, 19 89.

Edith Hennessey
Notary Public

MY COMMISSION EXPIRES: 3-3-92

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THIRTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS - - - - - - - - - - - - - - - - - - - (34,500.00) - - - - - - - - DOLLARS

of which $ 2,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one joint promissory note of even date herewith, payable to Ewing O. Harper, Jr. and wife Lillian G. Harper, Said note payable in mothly installments as follows, namely: on the first day of June, 1989 the sum of THREE HUNDRED FIFTY-SIX AND 93/100 DOLLARS ($356.93) and thereafter a like amount on or before the 1st day of each succeding month, to be applied first to the payment of interest at the rate of 12% per annum on the principal sum or so much as shall from time to time remain unpaid, the balance to be applied to payment of the principal sum until the entire amount both principal and interest has been paid in full. Privilege is reserved of paying any number of said monthy payments or this note may be paid in full on any paying date.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, Ewing O. Harper, Jr. and wife, Lillian G. Harper

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Timothy S. Britt and wife, Tammy M. Britt

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being Lot No. 75 on the Map of Eva-Mor Heights, as of record in Book 1424, page 149, R.O.D.C., Tenn.

Said Lot No. 75 fronts 85 feet on the west side of Blanchard Place and runs back between lines 200 feet on the south line, 209.4 feet on the north line, which is a broken line, to a dead line in the rear, on which it measures 50 feet.

Being the same real property convyed to Ewing O. Harper, Jr. and wife, Lillian G. Harper by deed from Charles G. Anderton and wife, Nellie G. Anderton, of record in Book 1906, page 449, R.O.D.C., Tenn.

This instrument was prepared by:
Graham B. Boyce, Attorney
2300 - 21st Avenue, South
Nashville, Tenn. 37212

It is agreed and understood that this mortgage cannot be transferred.

Timothy S. Britt

Tammy M. Britt

This is (unimproved / improved) property, known as 202 Blanchard Place Nashville, Tenn. 37214

are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we the said grantees herein do hereby transfer and convey unto Graham B. Boyce Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 32,000.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower, statutory or elective rights, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advise in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantees herein, their heirs, representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 1st day of May 19 89

x Ewing C. Harper Jr. Timothy S. Britt

x Lillian G. Harper Tammy M. Britt

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Edith H. Dempsey, a Notary Public in and for said County and State, the within named Ewing C. Harper, Jr. and wife, Lillian G. Harper and Timothy S. Britt and wife, Tammy M. Britt

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of May, 19 89. 6656 05/16 0101 03CHECK 154.85

Edith H. Dempsey Notary Public

Commission expires 3-3-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be of the _____ bargainor, a corporation, and that ____he as such ____ being authorized so to do, executed the foregoing inst contained, by signing the name of the corporation by _

Witness my hand and seal, at office in _____ this _____ day of _____, 19____.

_____

Commission expires _____

Please return to
Volunteer Realty Co.
1126 Stahlman Bldg
Nashville, Tenn
37201-1560

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7842 PAGE 318

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT	34500.00
MAMT	32000.00
CON TX	113.85
MOR TX	34.50
PRFEE	0.50
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK	6.00
TOTAL	154.85
CHECK	154.85

05/16/89 01 13:31 0001 6656

33359

IDENTIFICATION REFERENCE

MAY 16 1 29 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 210074